



SPECIMEN CONTRACT, DATED JANUARY 22, 2003

COST-REIMBURSEMENT WITH AN EDUCATIONAL INSTITUTION (UNIVERSITY OR COLLEGE) CONTRACT

This Contract is between the Contractor (identified below) and the California Institute of Technology, Jet Propulsion Laboratory ("the Institute" or "JPL"), and is awarded pursuant to the Prime Contract between the Institute and NASA, and shall be administered in accordance with the following, which are incorporated by reference and made an integral part of this Contract:

- JPL General Provisions (GPs) entitled "Cost Reimbursement without Fee with an Educational Institution (University or College) Contract," with attached JPL Forms.
- Below "ARTICLES."
- Below "Additional General Provisions (AGPs)."

Note: Copies of the GPs and AGPs are available at: <http://acquisition.jpl.nasa.gov/e2000.htm>

Contractor Name and Address:

For Work Described In: This Contract, including all Exhibits and Attachments

Effective Start Date:

End Date:

Cost Summary:

Estimated Cost: \$
Total Amount Allotted: \$

----- POINTS OF CONTACT -----

| | <u>Name</u> | <u>Phone No.</u> | <u>Fax No.</u> |
|--------------------|---------------|------------------|----------------|
| Contractor: | | | |
| Administrative: | | | |
| Investigator: | | | |
| JPL: | | | |
| Administrative: | John T. Davis | (818) 354-2055 | (818) 354-3494 |
| Technical Manager: | | | |

The below parties have agreed to the Contract's terms and conditions and to the effective start date

CALIFORNIA INSTITUTE OF TECHNOLOGY
JET PROPULSION LABORATORY

| | |
|---|---|
| By: _____ <div style="text-align: center;">Signed</div> <div style="text-align: center;">_____ Typed Name</div> <div style="text-align: center;">_____ Typed Title</div> | By: _____ <div style="text-align: center;">Signed</div> <div style="text-align: center;">_____ Typed Name</div> <div style="text-align: center;">_____ Typed Title</div> |
|---|---|

*Pursuant to JPL NASA Prime Contract Task Order No.
A DO-C9 Rating is assigned to this Contract under DMS Regulation 1.

ARTICLE 1. STATEMENT OF WORK

- (a) The Contractor shall provide the services of TBD as the Principal Investigator to perform research and provide deliverables as described in Attachment I, entitled "Statement of Work and Delivery/Performance Schedule," dated 1/21/03, attached hereto and made a material part of this Contract

ARTICLE 2. DELIVERY OR PERFORMANCE SCHEDULE

The Contractor shall:

- (a) Submit any interim report(s) and a final report of subject inventions, in accordance with the General Provision entitled "Patent Rights - Retention by the Contractor."
- (b) Deliver to JPL any required Compliance Audit Report pursuant to OMB Circular A-133 within 30 days of completion of the Report or receipt of the Report by the Contractor for any periods during which this Contract is being performed, unless already provided.
- (c) Deliver the items and perform the services as indicated in Attachment 1.

ARTICLE 3. ALTERATIONS IN THIS CONTRACT

The following alterations have been made in this Contract:

- (a) In the General Provisions to this Contract, wherever the word "schedule(s)" appears in reference to the work or costs of this Contract, said references shall refer to the work referenced and costs contained on the first page of this Contract. Other General Provision references to "schedule(s)" shall be deemed to refer to the "Articles" portion of this Contract.

ARTICLE 4. OPTION PROVISIONS

- (a) The Contractor hereby grants to JPL the option to unilaterally extend the period of performance of this Contract as follows (JPL will not exercise the option unless a valid NASA Task Order No. exists):

Option Period:

This option is to observe the radial velocity Epochs 2 and 3, and additional measurements for replacement candidate stars. Changes to the Contract are as follows:

- On the first page of the Contract:
 - Delete the end date of "9/25/05" and substitute "07/31/09."
 - Delete the total amount allotted of \$TBD and substitute \$TBD (TBD = to be determined at the time of negotiations of the initial Contract)
- Attachment 1, Statement of Work and Delivery/Performance Schedule, paragraph 1.1.3 shall be deleted and the following substituted:

1.1.3 Obtain one additional measurement per surviving candidate star at "Epoch 2" and "Epoch 3." Epoch 2 observations shall occur two years after their respective Epoch 0 observations. Epoch 3 observations shall occur five years after their respective Epoch 0 observations.
- JPL will give preliminary written notice of its intent to exercise the option period no later than ninety days before this Contract is to expire. Such written notice will not be deemed to commit JPL to exercise the option. However, JPL may unilaterally exercise the option before the Contract is to expire. All terms and conditions of the basic Contract shall continue during the option period.

ADDITIONAL GENERAL PROVISIONS (AGPs)

- BALANCE OF PAYMENTS PROGRAM (4/99)
- DISCLOSURE & CONSISTENCY OF COST ACCOUNTING PRACTICES AND ADMINISTRATION OF COST ACCOUNTING STANDARDS (4/99)
- DUTY FREE ENTRY (3/00)
- FOREIGN TRAVEL REPORTING REQUIREMENTS (4/99)
- INVENTION REPORTING AND RIGHTS – FOREIGN (4/99) (if a foreign university for work outside the United States)
- PATENT RIGHTS – RETENTION BY THE CONTRACTOR (SHORT FORM) (4/99)
- PRIME CONTRACT EXPIRATION – COST/CREI (7/02)